

# **Exhibit B**

ORPORATION SERVICE COMPANY  
www.incsport.com

CSC- Springfield  
801 Adlai Stevenson Drive  
Springfield, IL 62703  
217-544-5900  
217-492-2727 (Fax)

latter# RZB/STONE WAREHOUSE  
reject Id :  
dditional Reference : NOT PROVIDED

Order# 180913-2  
Order Date 06/15/2006

|                |  |
|----------------|--|
| Entity Name :  | STONE WAREHOUSE, LLC (Debtor)/ RZB FINANCE, LLC<br>(Secured Party) |
| Jurisdiction : | IL-SECRETARY OF STATE  |
| Request for :  | UCC Filing   |
| File Type :    | ORIGINAL   |
| Result :       | Filed  |
| File Number :  | 11062849   |
| Filing Date :  | 06/15/2006   |

ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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www.incsport.com.

you have any questions concerning this order or IncSpot, please feel free to contact us.

AREN S. PARR  
parr3@cscinfo.com

e responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

REGISTRATION  
SECURED PARTY STATE  
UNIFORM COMMERCIAL CODE

2006 JUN 15 AM 11:04

## UCC FINANCING STATEMENT

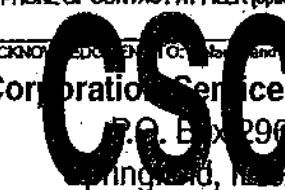
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|   |  |  |  |
|---|--|--|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional)  |  |  |  |
| B. SEND ACKNOWLEDGMENT TO (C. Name and address)   |  |  |  |
| <b>Corporation Service Company</b><br><b>P.O. Box 2900</b><br><b>Springfield, NJ 0708</b> |  |  |  |

UCU106/15/06:05:2961:

20.00 MJ

SOSIL 13:29 11062849 FS



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|                             |   |                                 |                                  |
|-----------------------------|---|---------------------------------|----------------------------------|
| 1a. ORGANIZATION'S NAME     |   |                                 |                                  |
| <b>STONE WAREHOUSE, LLC</b> |   |                                 |                                  |
| OR                          | 1b. INDIVIDUAL'S LAST NAME              | FIRST NAME                      | MIDDLE NAME                      |
|                             |   |                                 | SUFFIX                           |
| 1c. MAILING ADDRESS         |   | CITY                            | STATE                            |
| <b>11 S. EISENHOWER</b>     |   | <b>LOMBARD</b>                  | <b>IL</b>                        |
|                             |   | POSTAL CODE                     | COUNTRY                          |
|                             |   | <b>60148</b>                    | <b>USA</b>                       |
| 1d. SEE INSTRUCTIONS        | ADD'L INFO RE<br>ORGANIZATION<br>DEBTOR | 1e. TYPE OF ORGANIZATION        | 1f. JURISDICTION OF ORGANIZATION |
|                             |   | <b>CORP</b>                     | <b>IL</b>                        |
|                             |   | 1g. ORGANIZATIONAL ID #, if any |                                  |
|                             |   | <b>00660175</b>                 |                                  |
|                             |   | <input type="checkbox"/> NONE   |                                  |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|                         |   |                               |                                  |
|-------------------------|---|-------------------------------|----------------------------------|
| 2a. ORGANIZATION'S NAME |   |                               |                                  |
| OR                      | 2b. INDIVIDUAL'S LAST NAME              | FIRST NAME                    | MIDDLE NAME                      |
|                         |   |                               | SUFFIX                           |
| 2c. MAILING ADDRESS     |   | CITY                          | STATE                            |
|                         |   | POSTAL CODE                   | COUNTRY                          |
| 2d. SEE INSTRUCTIONS    | ADD'L INFO RE<br>ORGANIZATION<br>DEBTOR | 2e. TYPE OF ORGANIZATION      | 2f. JURISDICTION OF ORGANIZATION |
|                         |   |                               | 2g. ORGANIZATIONAL ID #, if any  |
|                         |   | <input type="checkbox"/> NONE |                                  |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR'S/P) - Insert only one secured party name (3a or 3b)

|                               |                            |               |             |
|-------------------------------|----------------------------|---------------|-------------|
| 3a. ORGANIZATION'S NAME       |                            |               |             |
| OR                            | <b>RZB FINANCE LLC</b>     |               |             |
| OR                            | 3b. INDIVIDUAL'S LAST NAME | FIRST NAME    | MIDDLE NAME |
|                               |                            |               | SUFFIX      |
| 3c. MAILING ADDRESS           |                            | CITY          | STATE       |
| <b>24 GRASSY PLAIN STREET</b> |                            | <b>BETHEL</b> | <b>CT</b>   |
|                               |                            | POSTAL CODE   | COUNTRY     |
|                               |                            | <b>06801</b>  | <b>USA</b>  |

4. This FINANCING STATEMENT covers the following collateral

All assets of the Debtor, wherever located, whether now owned or existing or hereafter acquired or arising, together with all proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING6.  This FINANCING STATEMENT is to be filed (for record) or recorded in the REAL ESTATE RECORDS. Attach Affidavit if applicable.  Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

IL-Secretary Of State

180713-002 DKE

ACKNOWLEDGEMENT

ORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield  
 801 Adlai Stevenson Drive  
 Springfield, IL 62703  
 217-544-5900  
 217-492-2727 (Fax)

Letter# RZB/STONE WAREHOUSE  
 Project Id :  
 Additional Reference : NOT PROVIDED

Order# 180913-1  
 Order Date 06/15/2006

Entity Name : PYRAMID STONE MFG., INC. (Debtor)/ RZB FINANCE, LLC  
 (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing  
 File Type : ORIGINAL

Result : Filed

File Number : 11062857  
 Filing Date : 06/15/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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If you have any questions concerning this order or IncSpot, please feel free to contact us.

JAREN S. PARR  
 parr3@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

STATE OF ILLINOIS  
SECRETARY OF STATE  
UNIFORM COMMERCIAL CODE

2006 JUN 15 AM 11:04

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|   |  |
|---|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional)  |  |
| B. SEND ACKNOWLEDGMENT TO (front or back)   |  |
| <b>Corporation Service Company</b><br>P.O. Box 2069<br>Springfield, IL 62708<br> |  |

UCU106/15/06:05:2962:  
20.00 MU  
SOSIL 13:29 11062857 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|  |  |   |   |  |                               |
|--|--|---|---|--|-------------------------------|
| 1a. ORGANIZATION'S NAME  |  |   |   |  |                               |
| <b>PYRAMID STONE MFG., INC.</b>                                |  |   |   |  |                               |
| OR 1b. INDIVIDUAL'S LAST NAME                                  |  |   |   |  |                               |
| 1c. MAILING ADDRESS<br><b>11 S. EISENHOWER</b>                 |  |   |   |  |                               |
| 1d. SEE INSTRUCTIONS<br>ADDL INFO RE<br>ORGANIZATION<br>DEBTOR |  | 1e. TYPE OF ORGANIZATION<br><b>CORP</b> | 1f. JURISDICTION OF ORGANIZATION<br><b>IL</b> | 1g. ORGANIZATIONAL ID #, IF ANY<br><b>57830786</b> | <input type="checkbox"/> NONE |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|  |  |                          |                                  |                                 |                               |
|--|--|--------------------------|----------------------------------|---------------------------------|-------------------------------|
| 2a. ORGANIZATION'S NAME  |  |                          |                                  |                                 |                               |
| OR 2b. INDIVIDUAL'S LAST NAME                                  |  |                          |                                  |                                 |                               |
| 2c. MAILING ADDRESS  |  |                          |                                  |                                 |                               |
| 2d. SEE INSTRUCTIONS<br>ADDL INFO RE<br>ORGANIZATION<br>DEBTOR |  | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, IF ANY | <input type="checkbox"/> NONE |

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

|  |  |                       |                    |                             |                       |
|--|--|-----------------------|--------------------|-----------------------------|-----------------------|
| 3a. ORGANIZATION'S NAME                              |  |                       |                    |                             |                       |
| <b>RZB FINANCE LLC</b>                               |  |                       |                    |                             |                       |
| OR 3b. INDIVIDUAL'S LAST NAME                        |  |                       |                    |                             |                       |
| 3c. MAILING ADDRESS<br><b>24 GRASSY PLAIN STREET</b> |  |                       |                    |                             |                       |
|  |  | CITY<br><b>BETHEL</b> | STATE<br><b>CT</b> | POSTAL CODE<br><b>06801</b> | COUNTRY<br><b>USA</b> |

4. This FINANCING STATEMENT covers the following collateral

All assets of the Debtor, wherever located, whether now owned or existing or hereafter acquired or arising, together with all proceeds thereof.

|  |   |                     |               |              |          |                               |
|--|---|---------------------|---------------|--------------|----------|-------------------------------|
| 5. ALTERNATIVE DESIGNATION (if applicable)   | LESSEE/LESSOR   | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING                |
| 6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or record) in the REAL ESTATE RECORDS. <small>Attach Addendum if applicable</small> | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <small>(optional)</small> | ADDITIONAL FEES     |               |              |          | All Debtors Debtor 1 Debtor 2 |

8. OPTIONAL FILER REFERENCE DATA

IL-Secretary Of State

*182913-001 DXF*

CORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield  
 801 Adlai Stevenson Drive  
 Springfield, IL 62703  
 217-544-5900  
 217-492-2727 (Fax)

atter# 6024.001

Order# 198576-3

ject Id :

Order Date 06/22/2006

ditional Reference : RZB/STONE WAREHOUSE

Entity Name : CARLO VERRISSIMO (Debtor)/ RZB FINANCE LLC (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing

File Type : ORIGINAL

Result : Filed

File Number : 11086284

Filing Date : 06/22/2006

dered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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you have any questions concerning this order or IncSpot, please feel free to contact us.

cole M. Meyer  
 meyer@cscinfo.com

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UNIFORM COMM. CODE

2006 JUN 22 PM 2:49

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B.S Corporation Service Company

P.O. Box 2969

Springfield, IL 62708



UCU106/22/06:07:6573:  
20.00 MU  
SOSIL 15:23 11086284 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME

VERISSIMO

FIRSTNAME  
CARLO

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

14 S. YORKSHIRE WOODS

CITY

STATE

POSTAL CODE

COUNTRY

1d. SEE INSTRUCTIONS ADD'L INFO RE 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, If any

ORGANIZATION  
DEBTOR NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRSTNAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, If any

ORGANIZATION  
DEBTOR NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME

RZB FINANCE LLC

FIRSTNAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

24 GRASSY PLAIN STREET

CITY

STATE

POSTAL CODE

COUNTRY

3d. MAILING ADDRESS

BETHEL

CT

06801

USA

4. This FINANCING STATEMENT covers the following collateral:

Any existing or hereafter acquired shares of capital stock or membership interest of Debtor in Pyramid Stone Mfg., Inc., an Illinois Corporation, and Stone Warehouse, LLC, an Illinois Limited Liability Company, including without limitation, Debtor's interest as a stockholder and member in the voting, capital, income, profits and distributions thereunder, together with all proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILER  SELLER/BUYER  AG. LIEN  NON-UCC FILING6.  THIS FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS.  Attach Addendum.  Check to REQUEST SEARCH REPORT(S) on Debtor(s)  If applicable.  ADDITIONAL FEE   All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

IL-Secretary Of State

198876-003 C.R.E.

**CORPORATION SERVICE COMPANY**

www.incsplat.com

CSC- Springfield  
801 Adlai Stevenson Drive  
Springfield, IL 62703  
217-544-5900  
217-492-2727 (Fax)

Latter# 6024.001

Order# 198576-2

Project Id :

Order Date 06/22/2006

Additional Reference : RZB/STONE WAREHOUSE

Entity Name : RODRIGO BISCAYA (Debtor)/ RZB FINANCE LLC (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing

File Type : ORIGINAL

Result : Filed

File Number : 11086276

Filing Date : 06/22/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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If you have any questions concerning this order or IncSpot, please feel free to contact us.

Lecole M. Meyer  
[lemeye@cscinfo.com](mailto:lemeye@cscinfo.com)

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UCU106/22/06:07:6572:  
20.00 MU  
SOSIL 15:23 11086276 FS

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. SEE Corporation Service Company  
N.D. of Ill. 2969  
Springfield, IL 62708



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|                         |                            |                          |  |                                  |             |                                 |
|-------------------------|----------------------------|--------------------------|--|----------------------------------|-------------|---------------------------------|
| 1a. ORGANIZATION'S NAME |                            | FIRST NAME               |  | MIDDLE NAME                      |             | SUFFIX                          |
| OR                      | 1b. INDIVIDUAL'S LAST NAME | RODRIGO                  |  |                                  |             |                                 |
| BISCAYA                 |                            |                          |  |                                  |             |                                 |
| 1c. MAILING ADDRESS     |                            | CITY                     |  | STATE                            | POSTAL CODE | COUNTRY                         |
| 14 S. YORKSHIRE WOODS   |                            | OAK BROOK                |  | IL                               | 60523       | USA                             |
| 1d. SEE INSTRUCTIONS    |                            | 1e. TYPE OF ORGANIZATION |  | 1f. JURISDICTION OF ORGANIZATION |             | 1g. ORGANIZATIONAL ID #, if any |
|                         |                            |                          |  |                                  |             | <input type="checkbox"/> NONE   |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|                         |                            |                          |  |                                  |             |                                 |
|-------------------------|----------------------------|--------------------------|--|----------------------------------|-------------|---------------------------------|
| 2a. ORGANIZATION'S NAME |                            | FIRST NAME               |  | MIDDLE NAME                      |             | SUFFIX                          |
| OR                      | 2b. INDIVIDUAL'S LAST NAME |                          |  |                                  |             |                                 |
| 2c. MAILING ADDRESS     |                            | CITY                     |  | STATE                            | POSTAL CODE | COUNTRY                         |
| 2d. SEE INSTRUCTIONS    |                            | 2e. TYPE OF ORGANIZATION |  | 2f. JURISDICTION OF ORGANIZATION |             | 2g. ORGANIZATIONAL ID #, if any |
|                         |                            |                          |  |                                  |             | <input type="checkbox"/> NONE   |

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNORSHIP) - insert only one secured party name (3a or 3b)

|                         |                            |                          |  |                                  |             |                                 |
|-------------------------|----------------------------|--------------------------|--|----------------------------------|-------------|---------------------------------|
| 3a. ORGANIZATION'S NAME |                            | FIRST NAME               |  | MIDDLE NAME                      |             | SUFFIX                          |
| OR                      | 3b. INDIVIDUAL'S LAST NAME |                          |  |                                  |             |                                 |
| 3c. MAILING ADDRESS     |                            | CITY                     |  | STATE                            | POSTAL CODE | COUNTRY                         |
| 3d. SEE INSTRUCTIONS    |                            | 3e. TYPE OF ORGANIZATION |  | 3f. JURISDICTION OF ORGANIZATION |             | 3g. ORGANIZATIONAL ID #, if any |
|                         |                            |                          |  |                                  |             | <input type="checkbox"/> NONE   |

4. This FINANCING STATEMENT covers the following collateral:

Any existing or hereafter acquired shares of capital stock or membership interest of Debtor in Pyramid Stone Mfg., Inc., an Illinois Corporation, and Stone Warehouse, LLC, an Illinois Limited Liability Company, including without limitation, Debtor's interest as a stockholder and member in the voting, capital, income, profits and distributions thereunder, together with all proceeds thereof.

|  |  |                     |             |              |          |              |
|--|--|---------------------|-------------|--------------|----------|--------------|
| 5. ALTERNATIVE DESIGNATION (if applicable)   | LESSEE/LESSOR  | CONSIGNEE/CONSIGNOR | BALEE/BALOR | SELLER/BUYER | AG. LIEN | NON-UCC RING |
| 6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] [or secondary] in the REAL ESTATE RECORDS. Attach Addendum if applicable. | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] <input type="checkbox"/> ADDITIONAL FEES |                     |             | All Debtors  | Debtor 1 | Debtor 2     |

8. OPTIONAL FILER REFERENCE DATA

IL-Secretary Of State

198576-002 CRE

CORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield  
 801 Adlai Stevenson Drive  
 Springfield, IL 62703  
 217-544-5900  
 217-492-2727 (Fax)

Letter# 6024.001

Order# 198576-1  
 Order Date 06/22/2006

Project Id :

Additional Reference : RZB/STONE WAREHOUSE

Entity Name : TOMAS OROZCO (Debtor)/ RZB FINANCE LLC (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing  
 File Type : ORIGINAL

Result : Filed

File Number : 11086268  
 Filing Date : 06/22/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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If you have any questions concerning this order or IncSpot, please feel free to contact us.

Nicole M. Meyer  
 meyer@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

RECEIVED  
SECRETARY OF STATE  
UNIFORM COMM. CODE DIV.

2006 JUN 22 PM 2:49

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. SEE Corporation Service Company  
P.O. Box 2901  
Springfield, IL 62708



UCC106/22/06:07:6571:  
20,00 MU  
SOSIL 15:23 11086268 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|                               |                                   |                          |                                  |                                 |         |
|-------------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|---------|
| 1a. ORGANIZATION'S NAME       |                                   |                          |                                  |                                 |         |
| OR 1b. INDIVIDUAL'S LAST NAME |                                   | FIRST NAME               | MIDDLE NAME                      | SUFFIX                          |         |
| OROZCO                        |                                   | TOMAS                    |                                  |                                 |         |
| 1c. MAILING ADDRESS           |                                   | CITY                     | STATE                            | POSTAL CODE                     | COUNTRY |
| 6518 MCARTHUR DRIVE           |                                   | WOODRIDGE                | IL                               | 60517                           | USA     |
| 1d. SEE INSTRUCTIONS          | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any |         |
| <input type="checkbox"/> NONE |                                   |                          |                                  |                                 |         |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|                               |                                   |                          |                                  |                                 |         |
|-------------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|---------|
| 2a. ORGANIZATION'S NAME       |                                   |                          |                                  |                                 |         |
| OR 2b. INDIVIDUAL'S LAST NAME |                                   | FIRST NAME               | MIDDLE NAME                      | SUFFIX                          |         |
| OR 2c. MAILING ADDRESS        |                                   | CITY                     | STATE                            | POSTAL CODE                     | COUNTRY |
| 2d. SEE INSTRUCTIONS          | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any |         |
| <input type="checkbox"/> NONE |                                   |                          |                                  |                                 |         |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

|                               |  |            |             |             |         |
|-------------------------------|--|------------|-------------|-------------|---------|
| 3a. ORGANIZATION'S NAME       |  |            |             |             |         |
| OR 3b. INDIVIDUAL'S LAST NAME |  | FIRST NAME | MIDDLE NAME | SUFFIX      |         |
| OR 3c. MAILING ADDRESS        |  | CITY       | STATE       | POSTAL CODE | COUNTRY |
| 24 GRASSY PLAIN STREET        |  | BETHEL     | CT          | 06801       | USA     |

4. This FINANCING STATEMENT covers the following collateral:

Any existing or hereafter acquired membership interest of Debtor in Stone Warehouse, LLC, an Illinois Limited Liability Company, including without limitation, Debtor's interest as a member in the voting, capital, income, profits and distributions thereunder, together with all proceeds thereof.

|  |   |                     |              |              |             |                |          |
|--|---|---------------------|--------------|--------------|-------------|----------------|----------|
| 5. ALTERNATIVE DESIGNATION (if applicable):  | LESSEE/LESSOR                                     | CONSIGNEE/CONSIGNOR | BAILEE/BALOR | SELLER/BUYER | AG. LIEN    | NON-UCC FILING |          |
| 6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. <small>or</small> <input type="checkbox"/> Attach Addendum | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) |                     | SEARCH FEE   |              | All Debtors | Debtor 1       | Debtor 2 |
| 8. OPTIONAL FILER REFERENCE DATA   | 1985 76-00 CRE                                    |                     |              |              |             |                |          |
| IL-Secretary Of State  |   |                     |              |              |             |                |          |

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporation Service Company  
2711 Centerville Rd, Ste. 400  
Wilmington, DE 19804

ACKNOWLEDGEMENT  
COPY

ORPORATION SERVICE COMPANY  
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CSC- Springfield  
801 Adlai Stevenson Drive  
Springfield, IL 62703  
217-544-5900  
217-492-2727 (Fax)

Letter# 6024.001 Order# 198576-6  
Project Id : Order Date 06/22/2006  
Additional Reference : RZB/STONE WAREHOUSE

|                |   |
|----------------|---|
| Entity Name :  | 11 S. EISENHOWER LLC (Debtor)/ RZB FINANCE LLC<br>(Secured Party) |
| Jurisdiction : | IL-DU PAGE COUNTY   |
| Request for :  | UCC Filing  |
| File Type :    | ORIGINAL  |
| Result :       | Filed   |
| File Number :  | 06U-0459/R06-121973   |
| Filing Date :  | 06/27/2006  |

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.incsport.com](http://www.incsport.com).

If you have any questions concerning this order or IncSpot, please feel free to contact us.

Nicole M. Meyer  
[neyer@cscinfo.com](mailto:neyer@cscinfo.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. SEE  
**Corporation Service Company**  
 P.O. Box 2969  
 Springfield, IL 62708



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

|                         |  |                                   |  |                          |            |                                  |             |  |                                 |  |         |                               |
|-------------------------|--|-----------------------------------|--|--------------------------|------------|----------------------------------|-------------|--|---------------------------------|--|---------|-------------------------------|
| 1a. ORGANIZATION'S NAME |  | 1b. INDIVIDUAL'S LAST NAME        |  |                          | FIRST NAME |                                  | MIDDLE NAME |  | SUFFIX                          |  |         |                               |
| OR                      |  |                                   |  |                          |            |                                  |             |  |                                 |  |         |                               |
| 1c. MAILING ADDRESS     |  | 11 S. EISENHOWER                  |  |                          | CITY       |                                  | STATE       |  | POSTAL CODE                     |  | COUNTRY |                               |
|                         |  |                                   |  |                          | LOMBARD    |                                  | IL          |  | 60148                           |  | USA     |                               |
| 1d. SEE INSTRUCTIONS    |  | ADD'L INFO RE ORGANIZATION DEBTOR |  | 1e. TYPE OF ORGANIZATION |            | 1f. JURISDICTION OF ORGANIZATION |             |  | 1g. ORGANIZATIONAL ID #, If any |  |         |                               |
|                         |  |                                   |  | LLC                      |            | IL                               |             |  | 00842699                        |  |         | <input type="checkbox"/> NONE |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

|                         |  |                                   |  |                          |            |                                  |             |  |                                 |  |         |                               |
|-------------------------|--|-----------------------------------|--|--------------------------|------------|----------------------------------|-------------|--|---------------------------------|--|---------|-------------------------------|
| 2a. ORGANIZATION'S NAME |  | 2b. INDIVIDUAL'S LAST NAME        |  |                          | FIRST NAME |                                  | MIDDLE NAME |  | SUFFIX                          |  |         |                               |
| OR                      |  |                                   |  |                          |            |                                  |             |  |                                 |  |         |                               |
| 2c. MAILING ADDRESS     |  |                                   |  |                          | CITY       |                                  | STATE       |  | POSTAL CODE                     |  | COUNTRY |                               |
|                         |  |                                   |  |                          |            |                                  |             |  |                                 |  |         |                               |
| 2d. SEE INSTRUCTIONS    |  | ADD'L INFO RE ORGANIZATION DEBTOR |  | 2e. TYPE OF ORGANIZATION |            | 2f. JURISDICTION OF ORGANIZATION |             |  | 2g. ORGANIZATIONAL ID #, If any |  |         |                               |
|                         |  |                                   |  |                          |            |                                  |             |  |                                 |  |         | <input type="checkbox"/> NONE |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR, if any) - Insert only one secured party name (3a or 3b)

|                         |  |                            |  |  |            |  |             |  |             |  |         |  |
|-------------------------|--|----------------------------|--|--|------------|--|-------------|--|-------------|--|---------|--|
| 3a. ORGANIZATION'S NAME |  | 3b. INDIVIDUAL'S LAST NAME |  |  | FIRST NAME |  | MIDDLE NAME |  | SUFFIX      |  |         |  |
| OR                      |  |                            |  |  |            |  |             |  |             |  |         |  |
| 3c. MAILING ADDRESS     |  | 24 GRASSY PLAIN STREET     |  |  | CITY       |  | STATE       |  | POSTAL CODE |  | COUNTRY |  |
|                         |  |                            |  |  | BETHEL     |  | CT          |  | 06801       |  | USA     |  |

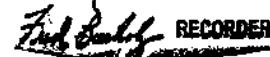
4. This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor that are now or may become fixtures located on the real property described on Exhibit A attached hereto, whether now owned or hereafter acquired, together with all proceeds thereof.

(Real Estate Records - Fixture Filing)

DuPAGE COUNTY RECORDER

JUN 27 2006 -9 15 AM


 RECORDER

|   |  |  |                     |             |  |          |                |
|---|--|--|---------------------|-------------|--|----------|----------------|
| 5. ALTERNATIVE DESIGNATION (if applicable)  |  | LESSEE/LESSOR  | CONSIGNEE/CONSIGNOR | BALEE/BALOR | SELLER/BUYER   | AG. LIEN | NON-UCC FILING |
| 6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable. |  | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) |                     |             | <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 |          |                |

8. OPTIONAL FILER REFERENCE DATA

IL-Du Page County

2 pgs Attached

198576-006-CRE

2006-0459

R2006-12973

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

|                            |            |                     |  |
|----------------------------|------------|---------------------|--|
| 9a. ORGANIZATION'S NAME    |            |                     |  |
| OR 11 S. EISENHOWER LLC    |            |                     |  |
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX |  |
|                            |            |                     |  |

**10. MISCELLANEOUS:**

IL-Du Page County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names**

|  |  |  |  |
|--|--|--|--|
| 11a. ORGANIZATION'S NAME                                     |  |  |  |
| OR 11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX |  |  |  |

|                      |  |      |       |             |         |
|----------------------|--|------|-------|-------------|---------|
| 11c. MAILING ADDRESS |  | CITY | STATE | POSTAL CODE | COUNTRY |
|----------------------|--|------|-------|-------------|---------|

|  |                           |                                   |                                  |                               |
|--|---------------------------|-----------------------------------|----------------------------------|-------------------------------|
| 11d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any | <input type="checkbox"/> NONE |
|--|---------------------------|-----------------------------------|----------------------------------|-------------------------------|

**12. ADDITIONAL SECURED PARTY'S OR ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)**

|  |  |  |  |
|--|--|--|--|
| 12a. ORGANIZATION'S NAME                                     |  |  |  |
| OR 12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX |  |  |  |

|                      |  |      |       |             |         |
|----------------------|--|------|-------|-------------|---------|
| 12c. MAILING ADDRESS |  | CITY | STATE | POSTAL CODE | COUNTRY |
|----------------------|--|------|-------|-------------|---------|

13. This FINANCING STATEMENT covers  Debtor to be cut off  as-located  collateral, or is filed as a  future filing.

## 14. Description of real estate:

See Exhibit A

15. Name and address of a RECORD OWNER of above-described real estate  
(if Debtor does not have a record interest):

## 17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Debtor's Estate

## 18. Check only if applicable and check only one box.

 Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Homes Transaction -- effective 30 years Filed in connection with a Public Finance Transaction -- effective 30 years

**EXHIBIT A**

THE NORTH 215 FEET OF LOMBARD INDUSTRIAL PARK UNIT 7, A SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1976 AS DOCUMENT R76-53191, IN DUPAGE COUNTY, ILLINOIS.

R.I.N.: 06-30-205-07

Property Address:

11 S. Eisenhower  
Lombard IL, 60148

CORPORATION SERVICE COMPANY

www.mcsSpot.com

CSC- Springfield  
801 Adlai Stevenson Drive  
Springfield, IL 62703  
217-544-5900  
217-492-2727 (Fax)

Latter# 6024.001

Order# 198576-5

Project Id :

Order Date 06/22/2006

Additional Reference : RZB/STONE WAREHOUSE

Entity Name :

STONE WAREHOUSE, LLC (Debtor)/ ROYAL AMERICAN BANK  
(Secured Party)

Jurisdiction :

IL-SECRETARY OF STATE

Request for :

UCC Filing

File Type :

TERMINATION FILING

Original File Number :

7459912

Original File date :

08/22/2003

Result :

Filed

File Number :

1589711

Filing Date :

06/22/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM &amp; MORITZ, LTD.

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If you have any questions concerning this order or IncSpot, please feel free to contact us.

Nicole M. Meyer  
[neyer@cscinfo.com](mailto:neyer@cscinfo.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

RECEIVED  
SECRETARY OF STATE  
UNIFORM COMM. CODE

2006 JUN 22 PM 2:49

UCU106/22/06:07:6583:  
0.00 CLK00  
SOSIL 15:25 1589711 TM

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. SE  
Corporation Service Company  
P.O. Box 2969,  
Springfield, IL 62788



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
7459912 Date: 08/22/2003

1b. THIS FINANCING STATEMENT AMENDMENT is  
to be filed (for record) or recorded in the  
REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address; Please refer to the detailed instructions  DELETE name: Give record name  
to be deleted in Item 6a or 6b; to be deleted in Item 6a or 6b.  
 ADD name: Complete Item 7a or 7b, and also Item 7c;  
also complete Items 7e-7g (if applicable).

## B. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
OR 6b. INDIVIDUAL'S LAST NAME

|                      |            |             |        |
|----------------------|------------|-------------|--------|
| STONE WAREHOUSE, LLC | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------|------------|-------------|--------|

## 7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME  
OR 7b. INDIVIDUAL'S LAST NAME

|  |            |             |        |
|--|------------|-------------|--------|
|  | FIRST NAME | MIDDLE NAME | SUFFIX |
|--|------------|-------------|--------|

7c. MAILING ADDRESS

|  |      |       |             |         |
|--|------|-------|-------------|---------|
|  | CITY | STATE | POSTAL CODE | COUNTRY |
|--|------|-------|-------------|---------|

7d. SEE INSTRUCTIONS  ADD INFO RE ORGANIZATION  
DEBTOR  TYPE OF ORGANIZATION  JURISDICTION OF ORGANIZATION  ORGANIZATIONAL ID #, if any  
 NONE

## 8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  related collateral description, or describe collateral  assigned.

**TERMINATED**

9. NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME ROYAL AMERICAN BANK

OR 9b. INDIVIDUAL'S LAST NAME

|  |            |             |        |
|--|------------|-------------|--------|
|  | FIRST NAME | MIDDLE NAME | SUFFIX |
|--|------------|-------------|--------|

## 10. OPTIONAL FILER REFERENCE DATA

11. Secretary Of State

198576-005 CRE

ORPORATION SERVICE COMPANY

www.incsport.com

CSC- Springfield

801 Adlai Stevenson Drive

Springfield, IL 62703

217-544-5900

217-492-2727 (Fax)

Latter# 6024.001

Order# 198576-4

Project Id :

Order Date 06/22/2006

dditional Reference : RZB/STONE WAREHOUSE

Entity Name : PYRAMID STONE MFG., INC. (Debtor)/ ROYAL AMERICAN BANK (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing

File Type : TERMINATION FILING

Original File Number : 7459947

Original File date : 08/22/2003

Result : Filed

File Number : 1589712

Filing Date : 06/22/2006

rdered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM &amp; MORITZ, LTD.

hank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.incsport.com](http://www.incsport.com).

you have any questions concerning this order or IncSpot, please feel free to contact us.

Nicole M. Meyer  
nreyer@cscinfo.com

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RECEIVED  
SECRETARY OF STATE  
UNIFORM COMM. CODE FILED

2006 JUN 22 PM 2:49

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. Corporation Service Company

P.O. Box 2969  
Springfield, IL 62708UCU106/22/06:07:6584:  
0.00 CK00  
SOSIL 15:25 1589712 TM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
7459947 Date:08/22/20031b. This FINANCING STATEMENT AMENDMENT is  
to be filed [or record] [or recorded] in the  
REAL ESTATE RECORDS.2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination Statement.3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4.  ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c, and also give name of assignor in Item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

 CHANGE name and/or address: Please refer to the detailed instructions  
in regards to changing the name/address of a party. DELETE name: Give record name  
to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c;  
also complete Items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

PYRAMID STONE MFG., INC.

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (DEP) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADDL INFO RE  
ORGANIZATION  
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

TERMINATED

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignee, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME ROYAL AMERICAN BANK

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

11. Secretary Of State

198576-004 ERE

# Exhibit C

**LANDLORD LIEN WAIVER**

11 S. Eisenhower LLC, an Illinois limited liability company ("Landlord"), being the owner and landlord of the premises described at 11 Eisenhower Lane, Lombard, Illinois 60148 ("Premises") and having leased such Premises to PYRAMID STONE MFG., INC., an Illinois corporation ("Tenant"), under that certain Industrial Building Lease dated April 21, 2003 ("Lease"), does hereby:

- (a) Acknowledge that (i) Landlord has received notice that Tenant has entered into certain financing arrangements (the "Financing Arrangements") with RZB Finance LLC, ("Secured Party"), whereby Tenant has granted to Secured Party a security interest in all personal property of the Tenant (the "Collateral"), all or part of which may be located upon or affixed to the Premises and (ii) that Secured Party's security interest in the Collateral pursuant to the Financing Agreements is superior to any lien, right or claim of title of any nature which Landlord now has or hereafter may have or assert in or to the Collateral by statute, the Lease, any New Lease (as defined below), any other agreement or otherwise.
- (b) Waive and release any and all right which Landlord now has or hereafter may have under applicable state laws, or by virtue of the Lease or any renewals, extensions, amendments, modifications or replacements thereof (the "New Lease"), (i) to distrain, levy or execute against the Collateral for any rent or other sums due or to become due under the Lease or any New Lease for the Premises or otherwise, and (ii) to claim, demand or assert any lien, right, claim or title to any or all of the Collateral, which now or hereafter may be, or may be installed, on said Premises, during the term of the aforesaid Financing Arrangements and any renewal, extension or modification thereof or substitution therefore.
- (c) Agree that the Collateral is and will remain personal property and will not become part of the Premises, and is not and shall not become or be deemed to be fixtures.
- (d) Agree that the Secured Party may enter and remain on the Premises at any time to assemble and remove the Collateral in the exercise of its rights and remedies arising from the aforesaid Financing Arrangements; provided that Secured Party shall be responsible for repairing any damage to the Premises caused by Secured Party's removal of the Collateral from the Premises.
- (e) Agree to make this Waiver known to any transferee of the Premises and any person who may have any interest or right in the Premises or the Collateral.
- (f) Agree to notify Secured Party of any default or early termination of its Lease with Tenant for any reason and allow Secured Party thirty (30) days from its receipt of notice in which to cure or cause Tenant to cure any such default.
- (g) Agree to give Secured Party at least thirty (30) days prior notice if, for any reason whatsoever, Landlord either deems itself entitled to redeem or to take possession of the Premises during the term of the Lease or any New Lease or intends to sell or otherwise transfer all or any part of its interest in the Premises.

This Waiver shall be binding upon the heirs, administrators, executors, successors and assigns of the Landlord, and shall inure to the benefit of the successors and assigns of Secured Party.

This Agreement shall continue in force until all of the Tenant's obligations and liabilities to Secured Party are paid and satisfied in full and the Financing Arrangements between Secured Party and the Tenant have been terminated.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed, sealed and delivered this Waiver as of this 16 day of June, 2006.

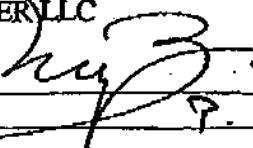
WITNESS:

LANDLORD:

118. EISENHOWER LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_



# Exhibit D



May 30, 2007

**VIA FACSIMILE AND FEDERAL EXPRESS**

See Attached Distribution List

**Re: Notice of Events of Default**

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement dated as of June 19, 2006 by and among Pyramid Stone Mfg., an Illinois corporation ("Pyramid Stone"), Stone Warehouse, LLC, an Illinois limited liability company ("Stone Warehouse" and, together with Pyramid Stone, collectively, the "Borrowers"), and RZB Finance LLC ("Lender") (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

The undersigned hereby notifies the Borrowers that Events of Default exist under (a) subsection 15(b) of the Loan Agreement including, without limitation, as a result of the default by (i) by Pyramid Stone under subsection 13(b)(i) of the Loan Agreement for failure to deliver the monthly financial information required by such subsection for the months ended April 30, 2007, (ii) by each Borrower under subsection 13(b)(ii) of the Loan Agreement for failure to deliver the annual financial information required by such section for the fiscal year ended December 31, 2006, (iii) by Stone Warehouse under subsection 14(a) of the Loan Agreement for failure to comply with the maximum leverage ratio set forth therein for the periods ended September 30, 2006, December 31, 2006 and March 31, 2007, (iv) by Pyramid Stone under subsection 14(a) of the Loan Agreement for failure to comply with the maximum leverage ratio set forth therein for the period ended September 30, 2006, (v) by each Borrower under subsection 14(b) of the Loan Agreement for failure to comply with the maximum account dilution percentage set forth therein for the periods ended December 31, 2006 and March 31, 2007, (vi) by each Borrower under subsection 14(d) of the Loan Agreement for failure to comply with the maximum account turnover time periods set forth therein for the periods ended December 31, 2006 and March 31, 2007, and (vii) by Stone Warehouse under subsection 14(e) of the Loan Agreement for failure to comply with the minimum inventory turnover ratio set forth therein for the periods ended December 31, 2006 and March 31, 2007, and (b) subsection 15(n) of the Loan Agreement including, without limitation, as a result of a material adverse change in the business, assets and financial condition of Stone Warehouse (the foregoing Events of Default are collectively referred to herein as the "Existing Events of Default").

The Existing Events of Default remain in existence as of the date hereof. The Existing Events of Default entitle the undersigned to exercise various rights and remedies

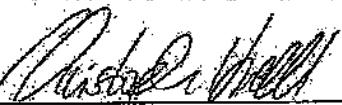
under the Loan Agreement, the Other Agreements and applicable law, including, without limitation, the right to increase the interest rate by 200 basis points, at the undersigned's discretion, without notice to any Borrower, pursuant to subsection 4(a) of the Loan Agreement. The Lender is presently evaluating all available courses of action relating to the Existing Events of Default. The undersigned reserves its right to exercise any of the rights and remedies available to the undersigned, at such time and place as may be elected by the undersigned. Nothing set forth herein shall be construed as a waiver by the undersigned of any such rights, and Lender's voluntary forbearance, if any, from exercising any of such rights or remedies is not intended (and should not be construed) as a waiver of the Existing Events of Default or a waiver of any rights and remedies with respect to them, all of which are reserved by the Lender. Although the Borrowers have been informed of the matters set forth herein, the undersigned shall have no obligation to inform any Borrower of any such or similar matters in the future, and nothing herein shall create such a duty.

We also are writing to notify the Borrowers that Agent and the Lender will require strict compliance with each and every term and condition of the Loan Agreement and the Other Agreements by the Borrowers and each other credit party signatory thereto. Without limiting the generality of the preceding sentence, Lender expects that the Borrowers and each other Obligor will cooperate fully with the Lender by, among other things, responding truthfully and completely to the Lender's requests for information about the Borrowers, the other Obligors and their respective assets.

Nothing contained in this letter or any delay on the part of Lender in exercising any of its rights and remedies under the Loan Agreement, the Other Agreements or applicable law shall be considered to be a waiver or modification thereof.

Very truly yours,

RZB FINANCE LLC, as Lender

By:   
Name: CHRISTOPH HOEDL  
Title: Group Vice President

By:   
Name: JOHN A. VALISKA  
Title: First Vice President

cc: Richard M. Kohn (via facsimile)  
Jessica L. DeBruin (via facsimile)

# Exhibit E



November 6, 2007

**VIA FACSIMILE AND FEDERAL EXPRESS/RETURN RECEIPT**

Pyramid Stone Mfg.  
11 South Eisenhower  
Lombard, Illinois 60148  
Attention: Mr. Carlo Verissimo  
Facsimile No.: (630) 916-4723

Stone Warehouse, LLC  
303 South Eisenhower  
Lombard, Illinois 60148  
Attention: Mr. Rodrigo Biscaya  
Facsimile No.: (630) 916-4757

**Re: Demand Notice**

Gentlemen:

Reference is made to (a) that certain Loan and Security Agreement dated as of June 19, 2006, by and among Pyramid Stone Mfg. ("Pyramid Stone"), Stone Warehouse, LLC ("Stone Warehouse," and together with Pyramid Stone, the "Borrowers") and RZB Finance LLC ("Lender") (as amended, modified or supplemented from time to time, the "Loan Agreement") and (b) that certain Forbearance Agreement dated as of October 19, 2007, by and among Borrowers and Lender (as amended from time to time, the "Forbearance Agreement"). Unless otherwise indicated, all capitalized terms used herein shall have the meanings ascribed thereto in the Forbearance Agreement.

As a result of the Existing Defaults and the termination of the Forbearance Period under the Forbearance Agreement, Lender is entitled to exercise immediately all of its rights and remedies under the Loan Agreement, the Other Agreements and applicable law.

**BORROWERS ARE HEREBY NOTIFIED THAT** Lender has elected to declare all amounts owing by Borrowers to Lender to be immediately due and payable. As of the date hereof, the aggregate amount owed by Borrowers to Lender is not less than \$2,466,460.87. Accordingly, **DEMAND IS HEREBY MADE** upon Borrowers to immediately pay Lender \$2,466,460.87 in cash ("Demand Amount"). Each of the Borrowers is and shall remain liable for other accrued and accruing interest, fees, charges and other amounts (including, without limitation, legal fees and expenses) due under the Loan Agreement and the Other Agreements until all Liabilities are paid in full. Payment of the Demand Amount shall be made by wire transfer to the following account:



RZB Finance LLC  
ABA # 021000089  
Credit to RZB Finance LLC  
Re: Pyramid Stone/Stone Warehouse  
Account No.: 36177625

Nothing herein shall affect Lender's right to declare additional Events of Default (as defined in the Loan Agreement) for purposes of exercising its rights and remedies against either Borrower or any other party. Lender's election to take or not to take any other action at the present time shall neither constitute a waiver any of the rights and remedies available to it under the Loan Agreement, the Other Agreements or applicable law, nor constitute a waiver of any Events of Default, including, without limitation, the Existing Defaults described above.

Sincerely,

RZB FINANCE LLC, as Lender,

By: \_\_\_\_\_  
Name: **CHRISTOPH HOEDL**  
Title: **Group Vice President**

By: \_\_\_\_\_  
Name: **RANDALL ABRAMS**  
Title: **Vice President**

cc: Mr. Christoph Hoedl  
Mr. David Abrams  
Mitchell S. Roth, Esq.  
Alan P. Solow, Esq.

# Exhibit F



November 14, 2007

Pyramid Stone Mfg.  
11 South Eisenhower  
Lombard, Illinois 60148  
Attention: Mr. Carlo Verissimo

Ladies and Gentlemen:

Pyramid Stone Mfg. ("Pyramid") is indebted to RZB Finance LLC ("Lender") pursuant to a Loan and Security Agreement dated as of June 19, 2006, by and among Pyramid, Stone Warehouse, LLC ("Stone Warehouse," and together with Pyramid, the "Borrowers") and Lender (as amended, modified or supplemented from time to time, the "Loan Agreement"). Unless otherwise indicated, all capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement.

Borrowers and Lender have executed a Forbearance Agreement, dated as of October 19, 2007, (as amended from time to time, the "Forbearance Agreement"), pursuant to which Lender agreed to forbear from exercising its rights and remedies under the Other Agreements on account of certain existing Events of Default, subject to the terms and conditions of the Forbearance Agreement. As a result of the expiration of the Forbearance Period under the Forbearance Agreement, Lender has delivered to Borrowers a demand notice dated November 6, 2007, pursuant to which Lender has demanded payment of all of the Obligations.

The parties hereto wish to facilitate the disposition of the Collateral in a manner designed to maximize the value of such Collateral for the benefit of all parties. In connection with such a disposition, Pyramid has agreed to surrender possession of the Collateral to Lender forthwith, so that Lender may proceed to dispose of the Collateral pursuant to its rights and remedies under the Illinois Uniform Commercial Code (the "UCC"), other applicable law, the Other Agreements and this Agreement. Therefore, Pyramid and Lender agree as follows:

1. Pyramid shall immediately and irrevocably abandon and surrender possession of all or a portion of the Collateral (as specified by Lender) to Lender. Such surrender of possession shall not constitute retention of the Collateral by Lender in satisfaction of all or any portion of the Obligations under the UCC. Lender hereby notifies Pyramid that Lender intends, until further notice by Lender, to post a security guard on Pyramid's premises; however, that shall not relieve Pyramid of its obligations to preserve and protect the Collateral as provided in the Loan Agreement.
2. All proceeds of Collateral coming into Pyramid's possession, whether before or after the surrender of possession of the Collateral to Lender, including without limitation, proceeds of accounts receivable or other proceeds of any of the Collateral, shall be held in trust for Lender and immediately remitted to Lender for application in accordance with the Other Agreements, until the Obligations are finally and indefeasibly paid in full.
3. Lender is not, and is not to be construed or deemed to be, a successor of Pyramid or any Guarantor, it being understood and agreed that Lender shall not and does not by virtue of this Agreement or surrender of any of the Collateral, assume or agree to assume any liability whatsoever of Pyramid, nor does Lender assume or agree to assume any obligation of Pyramid under any contract, lease, agreement, indenture or any other document to which Pyramid is a party, by which Pyramid is or may be bound, or which in any manner affects the Collateral.



4. Pyramid acknowledges that any indicia of ownership of any of the Collateral held at any time by Lender are held primarily to protect a security interest of Lender and that the rights and authority granted to Lender hereunder are granted solely for the purposes of mitigating defaults by Borrowers under the Loan Agreement and the Other Agreements and for preserving, or preventing the diminution of, the value of the Collateral.
5. Pyramid represents that all of the Collateral is owned solely by Pyramid, and that no portion of the Collateral is under consignment, loan, lease, on conditional sale by a third party, or otherwise not owned solely by Pyramid, and Pyramid has not, as of the date of this Agreement, received any notice of any (i) reclamation by any creditor or lessor, (ii) tax lien or (iii) execution (by garnishment or otherwise) against or seizure of any of the Collateral.
6. Pyramid shall deliver to Lender, promptly upon Lender's request, such books and records with respect to the Collateral, including without limitation, all of Pyramid's books and records concerning Pyramid's accounts receivable and existing or potential mechanic's liens for goods sold and services rendered. At such time as Lender has completed its disposition of all the Collateral, Lender shall return to Pyramid all of Pyramid's books and records then in Lender's possession or under Lender's control.
7. The failure by Lender to exercise any of its rights and/or remedies hereunder, under the Loan Agreement, the Other Agreements or applicable law shall not constitute a waiver of such rights or remedies, nor shall a waiver of any such right and/or remedy on one occasion be deemed a continuing waiver or preclude exercise of any other rights or remedies.

Please acknowledge your agreement with the foregoing in the space provided below.

Very truly yours,

RZB FINANCE LLC

By Nicolas M. Moriatis  
 Its Group Vice President  
Controller

By F. Dieter Beintreier  
 Its F. DIETER BEINTREIER

F. DIETER BEINTREIER  
 President

Accepted and agreed this \_\_\_\_ day of November, 2007:

**PYRAMID STONE MFG.**

By \_\_\_\_\_  
 Its \_\_\_\_\_

# **Exhibit G**

November 20, 2007

david.morrison@goldbergkohn.com  
 direct phone: 312.201.3972  
 direct fax: 312.863.7472

**VIA E-MAIL**

11 S. EISENHOWER, LLC  
 c/o Mitchell S. Roth  
 Much Shelist  
 191 North Wacker Drive, Suite 1800  
 Chicago, Illinois 60606

Gentlemen:

This law firm represents RZB Finance LLC ("RZB"). On June 19, 2006 RZB, Pyramid Stone Mfg., Inc. ("Pyramid Stone"), and Stone Warehouse, LLC ("Stone Warehouse") (Pyramid Stone and Stone Warehouse are collectively referred to herein as the "Borrowers") executed a Loan and Security Agreement (as amended, modified or supplemented from time to time, the "Loan Agreement"). Unless otherwise indicated, all capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement. Pyramid Stone is indebted to RZB pursuant to the Loan Agreement.

Borrowers and RZB have executed a Forbearance Agreement, dated as of October 19, 2007 (as amended from time to time, the "Forbearance Agreement"), pursuant to which RZB agreed to forbear from exercising its rights and remedies under the Other Agreements on account of certain existing Events of Default, subject to the terms and conditions of the Forbearance Agreement. As a result of the expiration of the Forbearance Period under the Forbearance Agreement, RZB has delivered to Borrowers a demand notice dated November 6, 2007, pursuant to which RZB has demanded payment of all of the Obligations.

11 S. Eisenhower, LLC ("Landlord"), as owner and landlord of the premises described as 11 S. Eisenhower Lane, Lombard, Illinois 60148 ("Premises") and having leased such Premises to Pyramid Stone, executed a Landlord Lien Waiver, dated June 16, 2006 (the "Landlord Lien Waiver"), pursuant to which Landlord agreed, among other things: to waive and release any claims it may have against the Collateral, that the Collateral was and shall remain personal property and not become part of the Premises and is not fixtures; and that RZB may enter and remain on the Premises at any time to exercise its rights under the Loan Agreement; provided that RZB shall be responsible for repairing any damage to the Premises caused by RZB's removal of the Collateral from the Premises.

RZB has asked Pyramid Stone to voluntarily turn over possession of RZB's Collateral pursuant to the terms of a collateral turnover agreement that RZB sent Pyramid Stone dated November 14, 2007. Pyramid Stone has not agreed to the voluntary turn over.

11 S. EISENHOWER, LLC

November 20, 2007

Page 2

In the event that Pyramid Stone does not voluntarily turn over possession of the Collateral, RZB has instructed us to seek a judicial order of replevin. We are writing to confirm that should Pyramid Stone voluntarily turn over RZB's Collateral, or should RZB obtain an order of replevin through judicial proceedings, Landlord will, consistent with its obligations under the Landlord Lien Waiver:

1. Immediately allow RZB to enter and remain on the Premises at any time to assemble and remove the Collateral in the exercise of its rights and remedies arising from the Loan Agreement; provided that RZB shall be responsible for repairing any damage to the Premises caused by RZB's removal of the Collateral from the Premises.
2. Release any and all right to distrain, levy, or execute against the Collateral for any rent or other sums due or to become due to Landlord and/or to claim, demand, or assert any lien, right, claim or title to any or all of the Collateral.
3. Acknowledge that the Collateral is personal property, not part of the Premises, and not fixtures.

Please acknowledge your agreement with the foregoing in the space provided below and return a signed copy to my attention as soon as possible.

Very truly yours,



David E. Morrison

ACCEPTED and AGREED TO  
this \_\_\_\_ day of November, 2007

11 S. EISENHOWER, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_